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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**SIMONE GEORGES, on behalf of
herself and all others similarly situated,**

Plaintiff,

v.

**FOODSCIENCE LLC D/B/A
VETRISCIENCE LABORATORIES,**

Defendant.

CASE NO.:

CLASS ACTION COMPLAINT

- (1) Violations of California's
Unfair Competition Law (Bus.
& Prof. Code §§ 17200 *et seq.*)**
- (2) Violations of California's False
Advertising Law (Civ. Code
§§ 17500 *et seq.*)**
- (3) Violations of California's
Consumer Legal Remedies Act
(Civ. Code §§ 1750 *et seq.*)**

DEMAND FOR JURY TRIAL

INTRODUCTION

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3 1. Plaintiff Simone Georges (“Plaintiff”) brings this action for herself and
4 on behalf of all others in California who purchased products in the GlycoFlex® line of
5 canine joint support supplements (the “Products”) created, manufactured, marketed,
6 and/or sold by FoodScience LLC d/b/a VetriScience Laboratories (“VetriScience” or
7 “Defendant”). A complete list of the Products is attached hereto as **Exhibit 1**.

8 2. This action seeks to redress the false, misleading, and deceptive
9 advertising and packaging claims that VetriScience has made in connection with the
10 sale of its GlycoFlex® line of canine joint support supplements in allegedly varying
11 strengths that purport to be “clinically proven” or “clinically tested” to improve joint
12 and hip health in dogs and, specifically, to provide “up to 41% increase in hind leg
13 strength in just 4 weeks” (the “Clinically Proven Claim”).¹

14 3. VetriScience’s bold claim to have a clinical study proving that its
15 GlycoFlex line of supplements will improve joint and hip health and increase hind leg
16 strength is false. VetriScience has never clinically tested any of its GlycoFlex
17

18
19 ¹ In 2024, following the filing of a lawsuit, the GlycoFlex line of canine joint supports was
20 renamed “Healthy Hip & Joint,” although customers are told it is a “new look, same trusted
21 formula.” (see e.g., <https://www.vetriscience.com/glycoflex-174-plus-under-30-lbs.html>, last
22 accessed April 1, 2025). The products all have the same core of ingredients in varying strengths:
23 GlycoFlex Plus (which has recently been renamed “Ultimate Strength Healthy Hip & Joint”) contains 1,000 mg of Glucosamine, 600 mg of Perna canaliculus, and 1000 mg of
24 Methylsulfonylmethane, among other ingredients. GlycoFlex 3 (which was renamed “Extra
25 Strength Healthy Hip and Joint”) also contains 1,000 mg of Glucosamine, 600 mg of Perna
26 canaliculus, and 1000 mg of Methylsulfonylmethane, among other ingredients. GlycoFlex 2 (which
27 was sometimes marketed under the name “GlycoFlex Sport” and is now marketed as “Healthy Hip
28 and Joint”) contains 750 mg of Glucosamine, 600 mg of Perna canaliculus and 500 mg of
Methylsulfonylmethane, among other ingredients). VetriScience also previously marketed a blue-
packaged “GlycoFlex 1” or “GlycoFlex Everyday” containing 600 mg of Perna canaliculus and 500
mg of Glucosamine, but it is unclear if it still available. “Small dog” formulations of GlycoFlex Plus
and GlycoFlex 3 (with reduced strength ingredients) are also available. The new packaging is only
being phased in gradually, and as discussed *infra*, customers who place an order today may receive
the old or new packaging.

1 supplements. Instead, only one product - GlycoFlex III (marketed as “GlycoFlex 3”) -
2 - has been examined at all, and then only in a self-described “pilot study” in 2006 (the
3 “2006 Pilot Study”). The 2006 Pilot Study involved only seven dogs which had been
4 subjected to an artificial, surgical and chemically induced “stable stifle OA
5 [osteoarthritis] model,”² meaning the dogs were made lame as if they suffered from
6 osteoarthritis and then administered the GlycoFlex III supplement. The pilot study
7 observed that only 3 of the 7 dogs “had a significant improvement in lameness” and
8 an average 41% increase in hind leg strength, meaning 4 of the 7 dogs had no
9 significant increase in hind leg strength. Thus, VetriScience’s Clinically Proven
10 Claim in its packaging and marketing materials is demonstrably false because there
11 was no clinical study, VetriScience misrepresents what the small pilot study found,
12 and actively conceals the fact that even the 2006 Pilot Study only studied GlycoFlex
13 III’s effect on osteoarthritis, not all canine joint issues.

14 4. It is clear that VetriScience never believed its own Clinically Proven
15 Claim. It waited approximately eight years after the 2006 Pilot Study to timidly claim
16 in 2014 that GlycoFlex was “clinically researched.” Over time, however, VetriScience
17 threw all caution to the wind and boldly claimed that the 2006 Pilot Study clinically
18 proved that GlycoFlex products were an effective treatment for all canine joint issues.
19 Obviously, if VetriScience believed that claim, it would have made it soon after the
20 2006 Pilot Study.

21 5. Notwithstanding that the GlycoFlex line of products has not been
22 clinically studied, let alone “Clinically Proven,” VetriScience falsely advertises and
23 markets GlycoFlex Plus and GlycoFlex III/GlycoFlex 3 as “Clinically Proven” on
24 various online retailers, such as Amazon.com and Walmart.com, and on social media
25

26
27 ² A dog’s “stifle” is equivalent to a human knee.

1 platforms, such as TikTok, and includes the “Clinically Proven” misrepresentation on
2 the GlycoFlex Plus product label.

3 6. As the National Advertising Division of BBB National Programs (the
4 “NAD”)³ has repeatedly stated, representations that a product’s efficacy has been
5 “clinically proven” must closely match the underlying evidence because they are a
6 promise that there is scientific evidence that establishes the truth of the claim. Such a
7 claim conveys an especially strong message to consumers.

8 7. Given the size of the market for pet supplements the United States —
9 estimated at \$1.6 billion in 2020 with an estimated annual growth rate of 8.2% by
10 2028 — and the hundreds of competing products, there is pneumatic pressure on those
11 competitors to differentiate their products and convince consumers that their products
12 can help their pets live a healthy life.

13 8. By this action, Plaintiff seeks to redress VetriScience’s unfair and
14 deceptive marketing campaign built upon the misleading claims that it makes about
15 the GlycoFlex line of products, and to obtain the financial recompense to which
16 Plaintiff and her fellow class members are entitled.

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23 ³ The NAD is an independent system of self-regulation established by the advertising industry
24 in 1971 and designed to build consumer trust in advertising. It reviews national advertising in all
25 media in response to third-party challenges or through inquiries opened on its own initiative. The
26 NAD’s decisions set consistent standards for advertising truth and accuracy, delivering meaningful
27 protection to consumers and leveling the playing field for business. An advertiser’s failure to
28 participate in the NAD’s review of its advertising and/or failure to comply with the NAD’s
recommendations and decision results in the matter being referred to the appropriate regulatory
agency, which is typically the Federal Trade Commission. NAD referrals receive priority treatment
from the Federal Trade Commission.

THE PARTIES

Plaintiff Simone Georges

9. Plaintiff Simone Georges is an individual who resides in Encino, California.

10. Over the last year, Plaintiff Simone Georges has purchased GlycoFlex 3 on multiple occasions from Amazon.com for her two dogs, one of whom has joint problems.

11. Prior to purchasing GlycoFlex 3, Ms. Georges was exposed to, and relied on, VetriScience's representation in its marketing on Amazon.com that GlycoFlex 3 is a "clinically proven" canine joint supplement.

12. Ms. Georges purchased GlycoFlex 3 supplements reasonably believing that they were clinically proven to improve joint health in dogs.

13. Ms. Georges has not noticed any improvement in her dogs' joint health, and she has stopped buying GlycoFlex 3.

14. Had Ms. Georges known that GlycoFlex 3 was not clinically proven as a joint supplement or that it has only been preliminarily studied for osteoarthritis, she would not have purchased it. At the very least, Ms. Georges would not have paid the exorbitant price premium charged for GlycoFlex 3 supplements that purported to be clinically proven to help with all joint issues in dogs.

15. Ms. Georges could have purchased an equivalent and less expensive glucosamine/chondroitin-based joint support supplement for dogs, such as Nutramax Cosequin Joint Health Supplement, at half the price of GlycoFlex Plus and/or any number of pure Green Lipped Mussel supplements at a fraction of the cost of

1 GlycoFlex Plus even if combined with a much cheaper glucosamine/chondroitin-
2 based joint support supplement.

3 16. Plaintiff continues to desire to purchase canine joint supplements
4 including those marketed and sold by Defendant. If the Products were clinically
5 proven to improve joint health, or if the advertising, packaging and marketing was
6 reformulated to provide non-misleading information, Plaintiff would likely purchase
7 the Products again in the future. Plaintiff regularly visits websites where the Products
8 and other canine joint supplements are sold. At present Plaintiff cannot rely on the
9 accuracy of Defendant's labels and advertising for the entire line of Products, which
10 Plaintiff is also interested in purchasing with labeling and advertising that is not false
11 or misleading. Should Defendant begin to market and sell a new line of products,
12 Plaintiff could also be at risk for buying another one of Defendant's products in
13 reliance on the same or similar misrepresentation and omissions. And because of
14 Defendant's unlawful and misleading labels on its Products, Plaintiff cannot make
15 informed choices between the canine joint supplement offered by Defendant and other
16 canine joint supplements offered by other manufacturers, such as choices based on
17 price and proven efficacy.

18 **Defendant Food Science LLC d/b/a VetriScience Laboratories**

19
20 17. Defendant FoodScience LLC d/b/a VetriScience Laboratories is a
21 Delaware limited liability company with its principal place of business in Williston,
22 Vermont.

23 18. Upon information and belief, VetriScience is a division of FoodScience
24 LLC ("FoodScience"). Food Science LLC is owned by FoodScience Parent Holdings
25 LLC, also a Delaware limited liability company. Food Science Parent Holdings LLC
26 is owned by Morgan Stanley Capital Partners, a limited partnership organized under
27 the laws of Delaware with a principal place of business in New York.
28

1 19. Defendant manufactures, markets, and sells the VetriScience's
2 GlycoFlex® line of supplements through its own VetriScience.com website, Amazon,
3 Chewy, Target, Healthy Pets, Petco, Walmart and hundreds of other online and brick
4 and mortar pet stores and veterinarians.⁴

5
6 **JURISDICTION AND VENUE**

7 20. This Court has subject matter jurisdiction over this action pursuant to the
8 Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because (1) the amount in
9 controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest and
10 costs, and (2) the named Plaintiff and Defendant are citizens of different states. 28
11 U.S.C. § 1332(d)(2)(A).

12 21. The Court also has jurisdiction over this action pursuant to 28 U.S.C.
13 § 1332(a), as the parties are diverse and the amount in controversy exceeds the
14 requisite threshold.

15 22. This Court may exercise jurisdiction over VetriScience because
16 VetriScience has sufficient minimum contacts in California and purposely avails itself
17 of the markets within California through the promotion, sale, marketing, and
18 distribution of its products, thus rendering jurisdiction by this Court proper and
19 necessary.

20 23. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because
21 a substantial part of the events giving rise to the claim occurred within this judicial
22 district and because VetriScience has marketed and sold the products at issue in this
23 action within this judicial district and has done business within this judicial district.
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28 ⁴ <https://www.vetriscience.com/ways-to-buy> (last accessed March 27, 2025)

1 Defendant is doing business in Los Angeles County and Plaintiff purchased
2 GlycoFlex products in Los Angeles County.

3 24. In accordance with California Civil Code Section 1780(d), Plaintiff
4 concurrently files herewith a declaration establishing that she purchased *GlycoFlex 3*
5 in Los Angeles County. (Attached hereto as **Exhibit 2.**)

7 **FACTUAL BACKGROUND**

9 **I. Due to the Premium Consumers are Willing to Pay for Products that are** 10 **Backed by Science, Manufacturers Routinely Misrepresent That Their** 11 **Products Have Been Scientifically Proven to be Effective**

12 25. Consumers who are seeking help to treat and minimize their dogs' joint
13 problems are particularly vulnerable targets for unscrupulous manufacturers and
14 advertisers. Most dog owners treat their pets as their children (or better), and dog
15 owners are willing to pay a premium for joint support supplements that are
16 scientifically proven to be effective. In an overcrowded marketplace where beneficial
17 joint health claims for dogs are ubiquitous, being able to convince the consuming
18 public about the efficacy of such products is critical.

19 26. In order to differentiate their products and gain a competitive edge,
20 manufacturers and advertisers routinely mislead consumers by claiming that the
21 efficacy of their products is backed by science (*i.e.*, "establishment claims"), when, in
22 fact, it is not. That is why Courts are particularly wary of claims by manufacturers
23 that their product has been scientifically proven to be effective when, as here, those
24 claims are false.

25 27. An advertiser's health-related claims about the efficacy of a product must
26 "be supported with 'competent and reliable scientific evidence,'" which the Federal
27 Trade Commission (the "FTC") defines as "'tests, analyses, research, studies, or other
28 evidence based on the expertise of professionals in the relevant area, that have been

1 conducted and evaluated in an objective manner by persons qualified to do so, using
 2 procedures generally accepted in the profession to yield accurate and reliable
 3 results.’’⁵ As the FTC has stated, well-controlled clinical studies are the most reliable
 4 form of evidence.⁶

5 6 **II. VetriScience’s 2006 Pilot Study Does Not “Clinically Prove” Anything** 7 **and Its Ubiquitous Clinically Proven Claim is False**

8 28. Throughout VetriScience’s marketing of GlycoFlex products in the last
 9 several years, it claims that the products are “clinically proven” to support canine joint
 10 health generally and, more specifically in some marketing, that they have been proven
 11 to increase hind leg strength by 41%. The Clinically Proven Claim is sometimes (but
 12 not always) accompanied by a tiny asterisk. For example, on the GlycoFlex Plus’s
 13 packaging, the Clinically Proven Claim is followed by a tiny double asterisk:



21 On the back of the packaging there is an equally miniscule double asterisk with what
 22 appears to be a citation to a clinical study:
 23

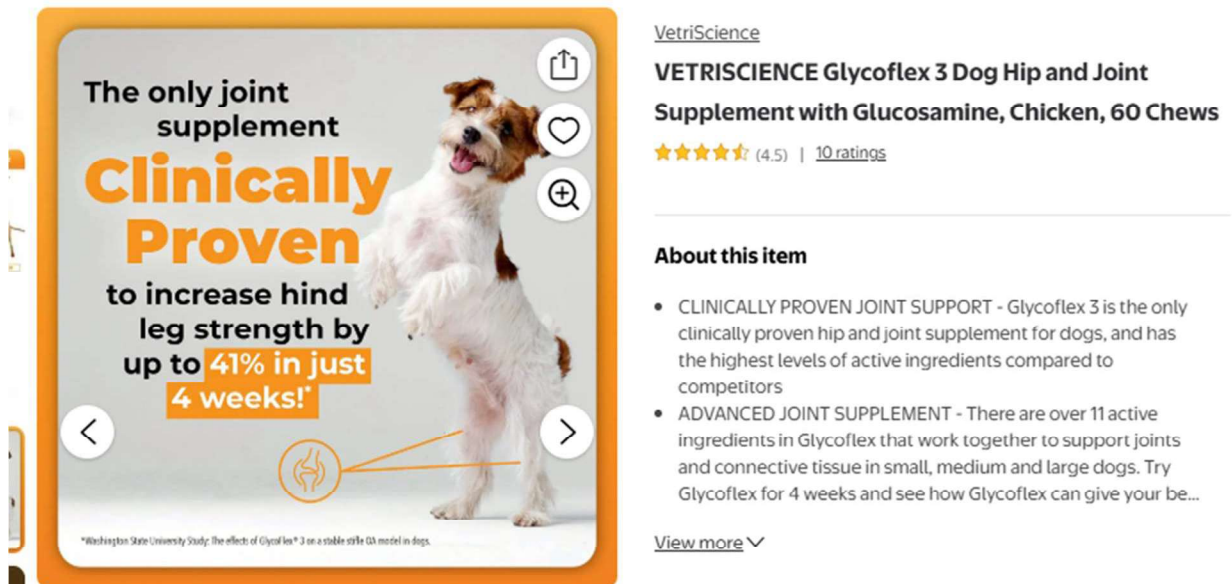
24 ⁵ FTC, Dietary Supplements: An Advertising Guide to Industry, Section II(B), at
 25 [https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-](https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry)
 26 [industry](https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry)

27 ⁶ FTC, Dietary Supplements: An Advertising Guide to Industry, Section II(B)(2), at
 28 [https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-](https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry)
[industry](https://www.ftc.gov/tips-advice/business-center/guidance/dietary-supplements-advertising-guide-industry)



There is a citation to “Washington State University Study: The effects of GlycoFlex Plus®3 on stable stifle OA model in dogs.” A Google search of that text leads to a copy of the 2006 Pilot Study buried on the VetriScience website⁷.

29. References to a “Washington State University Study” also appear in Defendant’s marketing materials for GlycoFlex 3. For example, the Defendant is currently advertising GlycoFlex 3 for sale on Walmart.com with the claim that it is “clinically proven joint support” and “Clinically Proven to increase hind leg strength by 41%.”⁸ Another tiny asterisk (barely visible) leads to a citation to the “Washington State University Study: The effects of GlycoFlex Plus®3 on stable stifle OA model in dogs.”



The only joint supplement
Clinically Proven
 to increase hind leg strength by
 up to 41% in just 4 weeks!

*Washington State University Study: The effects of Glycoflex® 3 on a stable stifle OA model in dogs.

VetriScience
VETRISCIENCE Glycoflex 3 Dog Hip and Joint Supplement with Glucosamine, Chicken, 60 Chews
 ★★★★★ (4.5) | 10 ratings

About this item

- **CLINICALLY PROVEN JOINT SUPPORT** - Glycoflex 3 is the only clinically proven hip and joint supplement for dogs, and has the highest levels of active ingredients compared to competitors
- **ADVANCED JOINT SUPPLEMENT** - There are over 11 active ingredients in Glycoflex that work together to support joints and connective tissue in small, medium and large dogs. Try Glycoflex for 4 weeks and see how Glycoflex can give your be...

[View more](#)

⁷ 2006 Pilot Study available here: https://info.vetriscience.com/white_papers/VSL%20120.pdf

⁸ <https://www.walmart.com/ip/VETRISCIENCE-Glycoflex-3-Dog-Hip-and-Joint-Supplement-with-Glucosamine-Chicken-60-Chews/2968065308?classType=REGULAR&from=/search> (accessed March 27, 2025).

1 30. The full title of the 2006 Pilot Study is: Martinez, S., et al. *The Effect of*
 2 *Glyco-Flex® III of a Stable Stifle Osteoarthritis Model in Dogs: A Pilot Study*.
 3 Washington State University, 2006. The title of the study obviously admits that it is a
 4 pilot study, not a clinical study, and omitting the “A Pilot Study” from its reference in
 5 the marketing of GlycoFlex Plus is materially misleading in and of itself. A pilot
 6 study cannot be used to claim it proves anything. As the National Institutes of Health
 7 (“NIH”) has cautioned:

8 We routinely see specific aims for feasibility pilot studies that propose to
 9 evaluate “preliminary efficacy” of intervention A for condition X.
 10 However, there are two primary reasons why pilot studies cannot be used
 11 for this purpose. First, at the time a pilot study is conducted, there is a
 12 limited state of knowledge about the best methods to implement the
 13 intervention in the patient population under study. Therefore, conclusions
 14 about whether the intervention “works” are premature because you don’t
 15 yet know whether you implemented it correctly. Second, due to the
 16 smaller sample sizes used in pilot studies, they are not powered to answer
 17 questions about efficacy. Thus, any estimated effect size is
 18 uninterpretable—you do not know whether the “preliminary test” has
 19 returned a true result, a false positive result, or a false negative result.⁹

20 31. The 2006 Pilot Study itself demonstrates its preposterously limited scope.
 21 After artificially inducing the physical characteristics of osteoarthritis in *eight* dogs,
 22 only three of seven remaining in the study showed a significant increase in hind leg
 23 strength.¹⁰ Of those three dogs, the average improvement in hind leg strength was

24 ⁹ <https://www.nccih.nih.gov/grants/pilot-studies-common-uses-and-misuses>


25 ¹⁰ Sadly, one dog became so lame from the surgical and chemical inducement of osteoarthritis
 26 that it could not participate in the “study.” It is notable that VetriScience misrepresents the manner
 27 of its testing on animals, a misrepresentation which reflects its mendacity with respect to its false
 28 Clinically Proven Claim. In the “FAQs” section of VetriScience’s website, it falsely claims the
 following:

1 41% plus or minus 10%. No reputable researcher would claim that a positive result in
 2 only three of seven animals indicates anything about the efficacy of the treatment,
 3 much less that it proves an efficacy claim. Even the author of the 2006 Pilot Study
 4 obliquely admits to its limited scope:

5 **Clinical Relevance:** The results of the study suggest that Glyco-Flex® III may be an effective non-
 6 pharmaceutical treatment that can reverse the clinical signs of OA in dogs. Future studies are needed
 7 and should include larger animal numbers and pharmacokinetic analysis of Glyco-Flex® III to
 8 investigate the responder-nonresponder phenomenon.

9 32. In any event, VetriScience's ubiquitous Clinically Proven Claim is
 10 patently false. Moreover, VetriScience implicitly admits that it had no basis for
 11 making the Clinically Proven Claim because it did not make that claim until
 12 approximately twelve years after the 2006 Pilot Study was authored. Indeed, it did not
 13 rely on the 2006 Pilot Study until approximately 2014 when it began to timidly claim
 14 that GlycoFlex Plus was merely "clinically researched" and that the 2006 Pilot Study
 15 concluded that GlycoFlex Plus "may help normalize joint function in dogs with joints
 16
 17

18  Do you test on animals? ^

19  VetriScience® does participate in clinical trials to determine the efficacy of our products. These trials are voluntary, and
 20 pets that participate are enrolled by their veterinarian and pet parent. We also use our own pets to "taste test" all our
 21 supplements and make sure your pets will love them!

22 That was obviously untrue in connection with the 2006 Pilot Study that states that it used "purpose
 23 bred hound cross dogs" in its study that artificially induced lameness in otherwise healthy dogs.
 24 According the Humane Society: "The majority of dogs in laboratories are purpose-bred, meaning
 25 that they are bred with the intent of selling them to laboratories that use dogs in harmful
 26 experiments." <https://www.humanesociety.org/resources/dogs-used-research-and-testing-faq#:~:text=The%20majority%20of%20dogs%20in,use%20dogs%20in%20harmful%20experiments>
 27 . And yet VetriScience has relied on the cruel 2006 Pilot Study for a decade while falsely claiming
 28 that it only studies its products (humanely) on actually sick dogs whose owner and vets voluntarily
 enroll. While this action does not seek redress for the cruelty of the 2006 Pilot Study or
 VetriScience's misrepresentation of its animal treatment protocols, that wrongdoing reflects
 VetriScience's overall attitude that marketing and sales trump the truth and the humane treatment of
 animals.

1 affected by OA.”¹¹ Over the next few years, however, VetriScience gradually threw
2 all caution and honesty to the wind and began making the Clinically Proven Claim
3 based on the 2006 Pilot Study, including extending the Clinically Proven Claim to all
4 “joint support” and joint function generally, not just osteoarthritis which was the sole
5 subject of the 2006 Pilot Study. Obviously, VetriScience knew for twelve years that it
6 could not make the Clinically Proven Claim, but nonetheless chose, prior to the Class
7 Period, to mislead consumers with its Clinically Proven Claim to sell more products.

8
9 **III. VetriScience Falsely Marketed the GlycoFlex Line of Products as**
10 **Supplements Clinically Proven to Alleviate All Joint Problems, Not Just**
11 **Osteoarthritis.**

12 33. VetriScience continues to market its complete line of GlycoFlex Products
13 as Clinically Proven, clinically tested, and clinically researched based on the same
14 2006 Pilot Study. For example, a marketing brochure currently linked on its website
15 states that “Glyco FLEX® contains a unique combination of GlycOmega™ (Perna
16 canaliculus from an exclusive New Zealand source) plus DMG, glucosamine, MSM,
17 and other active ingredients that have been proven beneficial for dogs and cats
18 requiring joint support. Glyco FLEX® is a clinically researched, Perna-based joint
19 support product.”¹² The same brochure cites the 2006 Pilot Study as its supporting
20 “clinical research.”
21
22
23

24 ¹¹
25 [https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view](https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view&p=glyco_flex)
26 [https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view](https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view&p=glyco_flex)
27 [https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view](https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view&p=glyco_flex)
28 [https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view](https://web.archive.org/web/20140729093554/http://www.vetriscience.com/index.php?l=page_view&p=glyco_flex) (last accessed April 1, 2025)

27 ¹² https://info.vetriscience.com/white_papers/VSD58%20MarketingBro.pdf (last accessed
28 March 28, 2025)



34. The false Clinically Proven Claim is used to market the GlycoFlex line of products for all kinds of joint problems, not just osteoarthritis. That marketing is particularly false and misleading because the only study that VetriScience relies on, the 2006 Pilot Study, only purported to study GlycoFlex III's efficacy in treating osteoarthritis. Osteoarthritis is not, however, the only joint problems a dog can suffer from¹³ and osteoarthritis is not even the most common joint problem, which are cranial cruciate ligament issues.¹⁴ GlycoFlex nonetheless applies the Clinically Proven Claim to all canine joint problems.

¹³ Merck Veterinary Manual, *Other Joint Disorders in Dogs*. Available at <https://www.merckvetmanual.com/dog-owners/bone-joint-and-muscle-disorders-of-dogs/other-joint-disorders-in-dogs>

¹⁴ <https://www.guilfordjamestownvet.com/site/blog-greensboro-vet/2021/11/15/signs-of-dog-joint-pain>.

1 35. For example, as depicted above, the packaging of GlycoFlex Plus touts
2 its Clinically Proven Claim as “canine joint support” without qualification on the front
3 and back of the package. In addition, on the back of the package the “PRODUCT
4 DETAILS” purports to describe what benefits GlycoFlex Plus provides:

5 GlycoFlex® Plus is a delicious bacon-flavored chew,
6 recommended for dogs of all ages needing advanced joint support.
7 This clinically proven formula helps cushion joints, promotes
8 cartilage building and alleviates discomfort caused by normal daily
9 activities.

10 Nowhere on the packaging does GlycoFlex Plus indicate that it was only studied as a
11 supplement to treat osteoarthritis.

12 36. In fact, it is clear that VetriScience wants to hide the fact that GlycoFlex
13 was studied for osteoarthritis only wherever it cites the Pilot Study. First, any
14 references on the packaging and on advertisements (such as the Walmart
15 advertisement depicted above) to the so-called clinical study — the 2006 Pilot Study
16 — appear in a miniscule, almost unreadable type. Second, VetriScience misleadingly
17 changes the title of the 2006 Pilot Study from “The Effect of Glyco-Flex III on a
18 Stable Stifle Osteoarthritis Model in Dogs: A Pilot Study” to “The effects of
19 GlycoFlex 3 on a stable stifle OA model in dogs.” That change not only hides the fact
20 that it was a pilot study, it conceals the object of the study by referring to “OA”
21 instead of the word “osteoarthritis.” No dog owner glancing at either the packaging or
22 at website advertisements is likely to even see the reference to the 2006 Pilot Study
23 much less make the connection that GlycoFlex Plus was studied only for
24 osteoarthritis, particularly if the consumer’s dog suffers from joint problems other
25 than osteoarthritis. There is no explanation for that marketing choice other than
26 intentional obfuscation and increased sales to a broader market of dog owners.
27
28

37. Until very recently, VetriScience has consistently marketed its GlycoFlex line of products on its website as Clinically Proven to support all forms of joint issues. The images below depict misrepresentations about GlycoFlex supplements that appeared on VetriScience's website and were captured in 2024 by the Wayback Machine.^{15,16, 17}

GlycoFlex® is Clinically Proven Joint Support for Pets



1 in 5
Dogs Have
Joint Issues

As many as 20% of dogs in North America over the age of one suffer from joint problems, according to a 2020 study.¹ While many pet parents may think that joint discomfort is only a concern for senior dogs and cats, joint inflammation and degeneration associated with aging can start much earlier than you may think.

Adding a quality joint support supplement to your pet's diet can not only support mobility and strength, it may help with joint discomfort associated with aging.

GlycoFlex® Plus combines glucosamine, chondroitin, green-lipped mussel, DMG, MSM, and important antioxidants to support your pet's mobility and comfort. It's an advanced joint support supplement for dogs and cats of any age.

¹⁵ <https://web.archive.org/web/20240422060953/https://www.vetriscience.com/glycoflex-174-plus-hip-joint-supplement-for-dogs-chew-duck-flavor-60-count.html> (captured on April 22, 2024; last accessed April 1, 2025)

¹⁶ <https://web.archive.org/web/20240521042226/https://www.vetriscience.com/our-pet-promise> (captured on May 21, 2024; last accessed April 1, 2025)

¹⁷ <https://web.archive.org/web/20240825012324/https://www.vetriscience.com/the-glycoflex-difference> (captured in August 25, 2024; last accessed on April 1, 2025)



Backed by Science

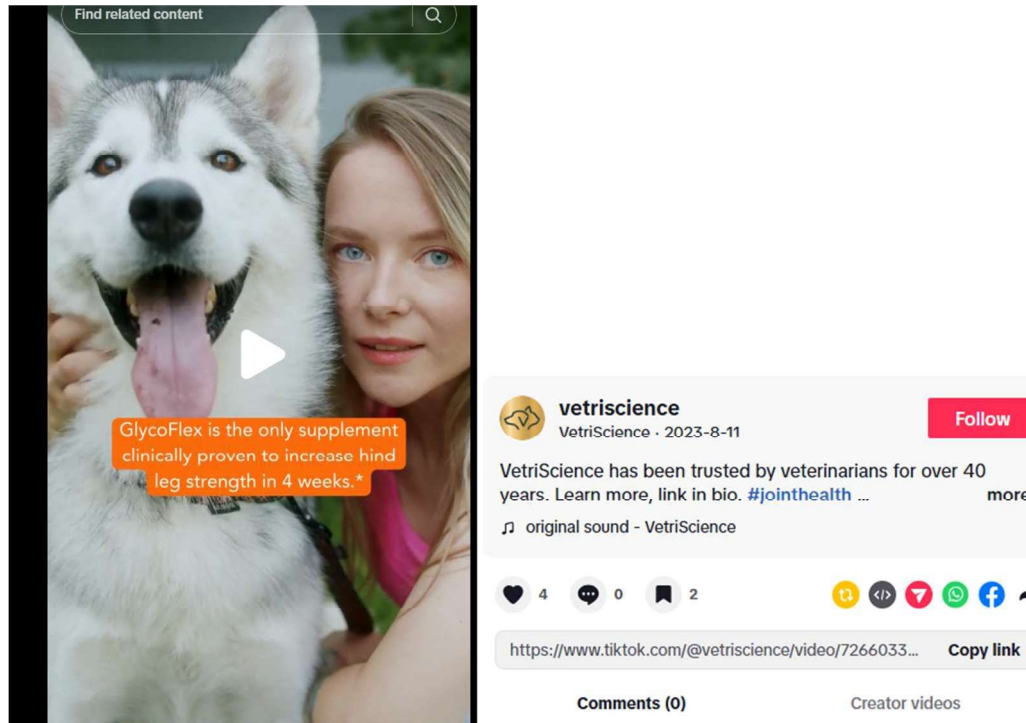
VetriScience® uses well-researched ingredients in products that have beneficial levels of active ingredients. Through studies and scientific research, VetriScience® has developed many products and formulas that are clinically proven to improve pet's dental health, reduce stress, and increase hind leg strength.

- Clinical studies on GlycoFlex®, Perio Support and Composure™
- Researched ingredients
- Beneficial combinations and levels of active ingredients

Does GlycoFlex® Plus actually work for dogs?

Not only do we have thousands of happy customers who love using GlycoFlex® for their dogs, GlycoFlex® Plus is clinically proven to increase hind leg strength by up to 41% in just four weeks!* This is our strongest formula for medium and large dogs, made with green-lipped mussel, glucosamine, and chondroitin. Try tasty chews with delicious flavors like Peanut Butter, Duck, and Bacon!

38. VetriScience has also repeated this false Clinically Proven claim on social media platforms, such as TikTok.¹⁸



39. Recognizing that its consumer deception might attract class action lawsuits, VetriScience has recently changed its packaging and website marketing to “tone down” its claims, but it still misleads consumers about its 2006 Pilot Study. For example, while the packaging of GlycoFlex Plus formerly claimed that it is “Clinically Proven,” the new packaging for the same product marketed under the name “Ultimate Healthy Hip & Joint” claims it is “clinically tested.”¹⁹ That new packaging is only being phased in gradually: As depicted below, the webpage currently displays a picture of the previous packaging (with the “Clinically Proven”

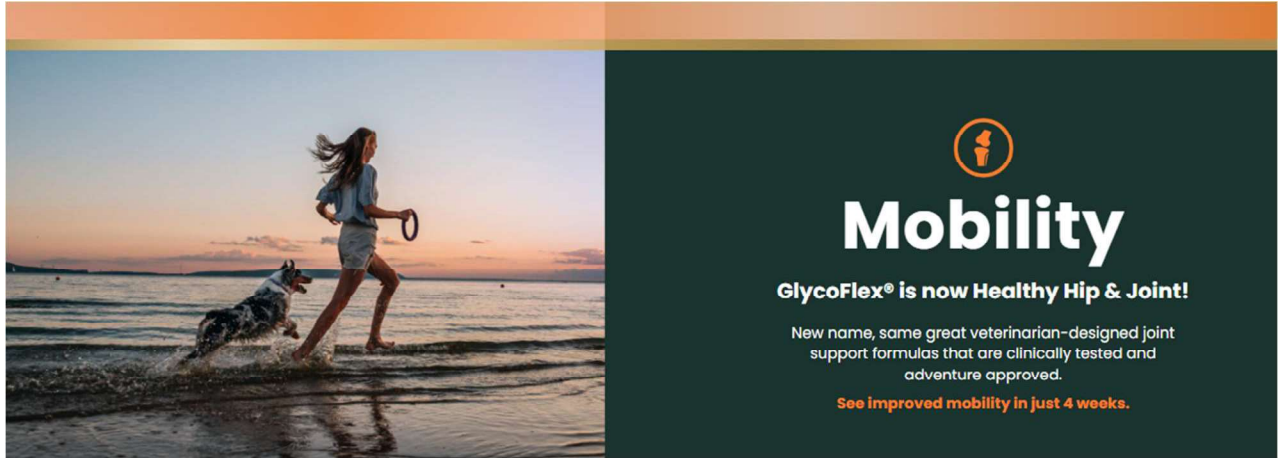
¹⁸ <https://www.tiktok.com/@vetriscience/video/7266033639572376875>

¹⁹ <https://www.vetriscience.com/glycoflex-174-plus-under-30-lbs.html> (last accessed March 28, 2025)

claim) connected by arrow to the new package with the equally misleading “clinically tested” claim, and states “you may receive old or new packaging.” As shown below, the new packaging also includes the misleading claim (from the Pilot Study without referencing it all) that it is “clinically tested to improve strength and mobility up to 41% within four weeks.”



1 40. VetriScience has also adopted the “clinically tested” language on its
2 website as well. The advertisement immediately below currently appears on its
3 website.²⁰



11

12 41. Despite these half-hearted (and equally deceptive) attempts to tone down
13 its rhetoric, VetriScience continues even today to aggressively advertise its regular
14 and “small dog” formulations of GlycoFlex 2, GlycoFlex III and GlycoFlex Plus as a
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27 ²⁰ <https://www.vetriscience.com/joint-health.html> (last accessed April 1, 2025)

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1 “clinically proven mobility and joint supplement” on Amazon.com^{21,22, 23,24} and on the
 2 websites of other online retailers, such as Walmart (depicted above in paragraph 25),
 3 PetSmart,²⁵ and Chewy.com.²⁶

6 ²¹ https://www.amazon.com/VETRISCIENCE-Glycoflex-Clinically-Supplement-Glucosamine/dp/B0015CV880/ref=sr_1_5?crd=HSET1RVAVMM8&dib=eyJ2IjojMSJ9.e42_UHru7P2gooStEXM942tcHFJJ9gOdrvgvDIfcfuPLxOu7MTOSP373UTTKvPjiljna2t8W6RfFSogi04h10j80MbLCmpwO-Dsy6c13FkmNNYaOfqoCeq2pjQ7l0xhdOQm3bOIdFgVcGmxn7A5fceRdTGXMrECTcMsdrz436EcQ91Y-6nCDOozPYroXCLOq3PuAGbSTLyCnQh3JskmBaw22Yny42SPpOi8FT6WiZEBw6mZj2OPimTY_29VjGiS7lvW-P9LdUau6qdxg6BDOUBqV-22R74vYmIAFwjBIibiBcV5JkNfB0Yv1SctBO-CabVWrllp2NLwZWJo1Jp1t-vQEFCIJthZnljv9rARXPVGK43gBDjvLOuIo1ryZmh-iRyccyT9aozIKTAHPbzAiQKJO-xAioTQOMtgh3ZcARMsgugkvX5GRr91SKD06vQg.YcuKTAXhg5joZGH3F84Oq6jpbGEMDwG2zVbM2o1610&dib_tag=se&keywords=glycoflex&qid=1742334608&srefix=glycoflex%2Caps%2C80&sr=8-5&th=1 (accessed March 27, 2025)

14 ²² https://www.amazon.com/VetriScience-GlycoFlex-Plus-Support-Supplements-Supplement-Glucosamine/dp/B0116E4DVU?ref_ast_sto_dp&th=1 (accessed March 27, 2025)

16 ²³ https://www.amazon.com/VetriScience-Glycoflex-Clinically-Proven-Supplement/dp/B00ABGSX9I/ref=sr_1_5?crd=330WLSQ762U07&dib=eyJ2IjojMSJ9.aQS6MgST_SCgFmyjLQ4qqkXcjUmpF84cWzmu0-STSolc2D17mMaz7d8DbwNxqebbFcwBubw6zuL0Po9cTkDH5teowV9GzOm6Y9fFiyaQgNC4stw56N9_z5JwqqQ3aVVnxqxcPUQIHMLys_ELGIuYhN_ob8XkHUzqGXBEeZqcKZ8YHajqcA8P5LzE-RfhlwWu3j7HX5IJ7QrL0mP1aUH78UiflhP2tl0KIDYRIr7WREiv2rEe1XKzR4mo8CXL8l9wLT3cl3SR7-sSIIXSqKPGYa1lVvLjXOvhfMwK2pzxt1rzqfqFAw2UYXX1l4Pu5aawH4OZulstxKKwMZzMqXS0DG58l9P3SbbAYgeT3tDT8M.Ap4pcKLQRYrYrssDHP5nLFGxPLU5Ff6w9DQulnvS5pnM&dib_tag=se&keywords=GlycoFlex+3&qid=1743527796&s=petsupplies&srefix=glycoflex+3%2Cpets%2C57&sr=1-5 (last accessed April 1, 2025)

23 ²⁴ https://www.amazon.com/Glycoflex-Supplement-Active-Clinically-Proven/dp/B0CCHNY5TN/ref=sr_1_9?crd=330WLSQ762U07&dib=eyJ2IjojMSJ9.aQS6MgST_SCgFmyjLQ4qqkXcjUmpF84cWzmu0-STSolc2D17mMaz7d8DbwNxqebbFcwBubw6zuL0Po9cTkDH5teowV9GzOm6Y9fFiyaQgNC4stw56N9_z5JwqqQ3aVVnxqxcPUQIHMLys_ELGIuYhN_ob8XkHUzqGXBEeZqcKZ8YHajqcA8P5LzE-RfhlwWu3j7HX5IJ7QrL0mP1aUH78UiflhP2tl0KIDYRIr7WREiv2rEe1XKzR4mo8CXL8l9wLT3cl3SR7-sSIIXSqKPGYa1lVvLjXOvhfMwK2pzxt1rzqfqFAw2UYXX1l4Pu5aawH4OZulstxKKwMZzMqXS0DG58l9P3SbbAYgeT3tDT8M.Ap4pcKLQRYrYrssDHP5nLFGxPLU5Ff6w9DQulnvS5pnM&dib_t



VetriScience Glycoflex 3 Vet Strength Glucosamine for Dogs Hip and Joint Supplement - Clinically Proven Mobility and Joint Supplement with MSM, DMG and Green Lipped Sea Mussel, Chicken, 60 Chews

Visit the VETRISCIENCE Store

4.5 ★★★★★ 13,038 ratings

Amazon's Choice Overall Pick

1K+ bought in past month

-10% \$17⁵⁹

One-Time Price: \$19⁵⁵

Get Fast, Free Shipping with Amazon Prime

Get \$50 off instantly: Pay \$0.00 \$17⁵⁹ upon approval for Amazon Visa. No annual fee.

Size: 60 Chews

[ag=se&keywords=GlycoFlex+3&qid=1743527796&s=petsupplies&sprefix=glycoflex+3%2Cpets%2C57&sr=1-9](https://www.petsmart.com/dog/vitamins-and-supplements/hip-and-joint/vetriscience-glycoflex-plus-hip-and-joint-for-dog-45-ct-83199.html) (last accessed A

²⁵ <https://www.petsmart.com/dog/vitamins-and-supplements/hip-and-joint/vetriscience-glycoflex-plus-hip-and-joint-for-dog-45-ct-83199.html> (accessed March 27, 2025)

²⁶ <https://www.chewy.com/vetriscience-glycoflex-3-chicken/dp/42640> (last accessed April 1, 2025)



VetriScience GlycoFlex Plus
Hip and Joint Supplement for
Small Dogs - Extra-Strength
Joint Support Chews for Dogs
Under 30 Pounds, with Green
Lipped Mussel, Chondroitin,
and Glucosamine for Dogs

Visit the VETRISCIENCE Store

4.5 ★★★★★ 4,047 ratings

Amazon's Choice

700+ bought in past month

Big Spring Deal on first delivery

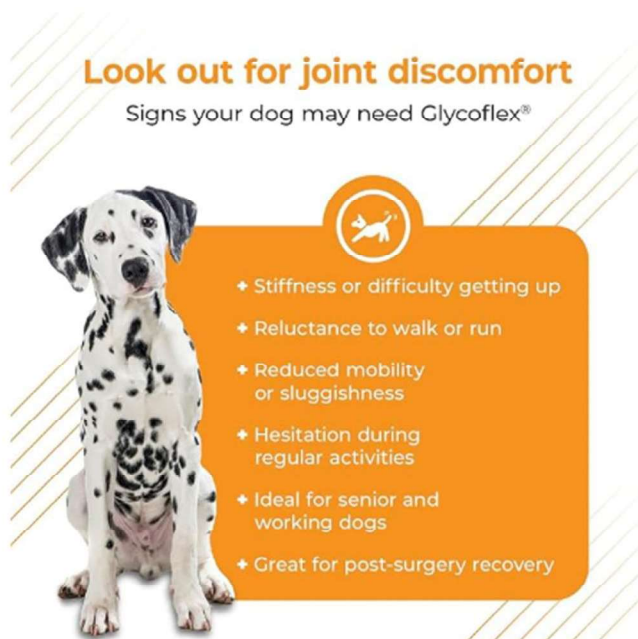
-32% \$17⁵⁵

List Price: \$25.99

Get Fast, Free Shipping with Amazon Prime

Apply now and get a \$80 Amazon Gift Card upon approval of the Amazon Store Card, or see if you pre-qualify with no impact to your credit bureau score.

Flavor Name: **Duck Flavor**



VetriScience Glycoflex 3
Clinically Proven Hip and
Joint Supplement for Dogs -
Maximum Strength Dog
Supplement with
Glucosamine, MSM, Green
Lipped Mussel & DMG - 2
Pack (120 Chewable Tablets
Each)

Visit the VETRISCIENCE Store

4.7 ★★★★★ 279 ratings

100+ bought in past month

-19% \$70⁴⁷

Typical price: \$87.00

ppies > Dogs > Health Supplies > Hip & Joint Care



Glycoflex 2 Hip and Joint Supplement for Active Dogs, 120 Chews & Glycoflex 3 Clinically Proven Hip and Joint Supplement for Dogs, 120 Chews

[Visit the VETRISCIENCE Store](#)

Bundle Was Price: \$79.00 [Details](#)

Bundle Price: **\$74.65**

You Save: **\$4.35 (6%)**

Apply now and get a \$80 Amazon Gift Card upon approval of the Amazon Store Card, or see if you pre-qualify with no impact to your credit bureau score.

- GLYCOFLEX 2 Canine represents Stage II of our comprehensive stage of life program for dogs needing moderate joint support
- Recommended for adult and maturing dogs.



Hover over image to zoom in



VetriScience GlycoFlex Plus Hip and Joint for Dog 45 Ct

[VetriScience](#)

Item #5354248

★★★★★ 71 reviews

\$23.99

or 4 interest-free payments of \$6.00 with Afterpay

Quantity: 45 Count

- 📌 \$10 back in savings (5,000 points) when you spend \$50+ on merchandise, services or donations! [Details](#)
- 📌 Save \$10 off \$50+ with Free Same-Day Delivery [Details](#)

[Show more offers \(3\)](#)

About this item

[Description](#) [Ingredients](#) [Directions](#)

DESCRIPTION

VetriScience GlycoFlex offers clinically proven dog hip and joint support. Our Pet's Sake Promise is our pledge - to always think of your pet as our own and provide them with the innovative supplements to help them feel their best.



About This Item

Details

- Veterinarian formulated ultimate strength joint support for small canines containing perna, glucosamine, MSM, DMG, and antioxidants for advanced joint support
- Specifically developed and balanced to meet the needs of small dogs throughout all life stages
- Great for active and competitive dogs to maintain top form or to provide support for dogs showing signs of aging and discomfort as well as those with limited mobility after orthopedic surgery
- Clinically proven to increase hind leg strength in 4 weeks
- Naturally chicken liver-flavored chews are easy to feed. Even the finickiest pup will enjoy this healthy treat

42. Consumers are exposed to these advertising materials and to the front labels and front outer packaging of the Products where Defendant's "Clinically Proven" statement is prominently displayed and reasonably rely on those representations that the Product is clinically proven to improve joint health.

43. As a result, consumers like Plaintiff are deceptively induced to purchase a Product that is not clinically proven to improve canine joint health, at a premium price.

44. Consumers lack the meaningful ability to test or independently ascertain the truthfulness of Defendant's claims, especially at the point of sale. Reasonable consumers, when they look at the label of the Products and/or the advertising of the Products on websites, believe that the Products are "clinically proven." Reasonable consumers do not have in-depth knowledge of the clinical research process. An average consumer does not have the specialized knowledge necessary to determine whether a clinical study exists or not. The average consumer has no reason to suspect

1 that Defendant's representations about the Products on its labels or in its advertising
 2 are misleading or outright false. Therefore, consumers had no reason to investigate
 3 whether the Products had actually been clinically studied and, if so, for what
 4 condition, and reasonably relied on Defendant's representations regarding the nature
 5 of the Products.

6 45. Defendant's false, misleading, and deceptive misrepresentations and
 7 omissions are likely to continue to deceive and mislead reasonable consumers and the
 8 public, as they have already deceived and misled Plaintiff and similarly situated
 9 consumers.

10 46. As a result of their reliance on Defendant's "clinically proven" claims,
 11 consumers have suffered an ascertainable loss of money, including, but not limited to,
 12 out of pocket costs incurred in purchasing the GlycoFlex line of Products. Further, as
 13 a result of its deceptive marketing and unfair competition with other similar
 14 manufacturers and brands, Defendant realized sizable profits.

15 **CLASS DEFINITION AND ALLEGATIONS**

16 **California Class**

17
 18
 19 47. Plaintiff Georges brings this lawsuit as a class action on behalf of herself
 20 and all others similarly situated as members of the proposed class pursuant to Federal
 21 Rule of Civil Procedure 23(a), and 23(b)(1), 23(b)(2), 23(b)(3), and 23(b)(4).
 22

23 48. All claims alleged herein arise under California law for which Plaintiff
 24 seeks relief authorized by California law.

25 49. The class Plaintiff seeks to represent (the "Class") is defined as:

26 All consumers who, within the applicable statute of
 27 limitations period, purchased in the State of California
 28 (whether online or in-person) the GlycoFlex® line of canine
 joint support supplements manufactured, marketed,

distributed and/or sold by Defendant which Defendant warranted as being clinically proven to improve canine joint and hip health (the “Class Products.”)

50. Excluded from the class are (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; (3) the Judge sitting in the presiding state and/or federal court system who may hear an appeal of any judgment entered; and (4) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class definitions if further discovery and further investigation reveal that the Class should be expanded or otherwise modified.

51. There is a well-defined community of interest in the litigation and the Class is readily ascertainable.

52. **Numerosity**. This action is appropriately suited for a class action. The members of the Class are so numerous that joinder of all members of that class is impracticable. Plaintiff is informed, believes, and thereon alleges, that the proposed Class contain thousands of purchasers of the Class Products who have been damaged by VetriScience’s conduct as alleged herein. The precise number of the members of the Class is unknown to Plaintiff.

53. **Existence and Predominance of Common Questions of Law and Fact**. This action involves questions of law and fact common to the Class. The common legal and factual questions for the Class include, but are not limited to, the following:

- a. Whether Defendant’s conduct, as alleged herein, constitutes a violation of Cal. Bus. & Prof. Code § 17200, *et. seq.*;
- b. Whether Defendant violated California Consumer Legal Remedies Act (Cal. Civil Code §§ 1750, *et seq.*;

- 1 c. Whether Defendant's labeling, advertising, marketing, and/or selling of
2 the Class Products was and/or is false, fraudulent, deceptive, and/or
3 misleading;
- 4 d. Whether the products at issue were misbranded as a matter of law;
- 5 e. Whether representations regarding whether the Class Products were
6 "clinically proven" are material to a reasonable consumer; and
- 7
- 8 f. Whether Class members are entitled to payment of actual, incidental,
9 consequential, exemplary, and/or statutory damages, plus interest thereon
10 and, if so, the nature and scope of such relief.

11 54. **Typicality**. Plaintiff's claims are typical of the claims of the members of
12 the Class, because, *inter alia*, all the class members have been injured through the
13 uniform misconduct described above and were subject to VetriScience's blatant
14 misrepresentations of material information. Moreover, Plaintiff's claims are typical of
15 the claims of the members of the Class. Plaintiff is advancing the same claims and
16 legal theories on behalf of herself and all members of the Class.

17

18 55. **Adequacy of Representation**. Plaintiff will fairly and adequately
19 protect the interests of the members of the Class. Plaintiff purchased a Class Product,
20 and she was harmed by VetriScience's deceptive misrepresentations. Plaintiff has
21 therefore suffered an injury in fact as a result of VetriScience's conduct, as did all
22 members of the Class who purchased Class Products. Plaintiff has retained counsel
23 who are adept, sophisticated, and experienced in the field of class action litigation, and
24 have adequate resources to fully and zealously advocate on behalf of the Class.
25 Plaintiff has no adverse or antagonistic interests to those of the Class.

26 56. **Superiority**. A class action is superior to other methods for the fair and
27 efficient adjudication of this controversy. The damages or other financial detriment
28 suffered by individual class members is relatively small compared to the burden and

1 expense that would be entailed by individual litigation of their claims against
 2 VetriScience. It would be virtually impossible for a member of the Class, on an
 3 individual basis, to obtain effective redress for the wrongs done to him or her.
 4 Further, even if the members of the Class could afford such individualized litigation,
 5 the court system could not. Individualized litigation would create the danger of
 6 inconsistent or contradictory judgments arising from the same set of facts.
 7 Individualized litigation would also increase the delay and expense to all parties and
 8 the court system from the issues raised by this action. By contrast, the class action
 9 device provides the benefits of adjudication of these issues in a single proceeding,
 10 economies of scale, and comprehensive supervision by a single court, and presents no
 11 management difficulties under the circumstances here.

12 57. Plaintiff seeks monetary damages, including statutory damages on behalf
 13 of herself and the Class. Unless the Class is certified, VetriScience will be allowed to
 14 profit from its deceptive practices, while Plaintiff and the Class members will have
 15 suffered damages.

16 58. Plaintiff and members of the Class are entitled to equitable relief to the
 17 extent that no adequate remedy at law exists.

18
 19 **COUNT I**
 20 **Violation of the Consumer Legal Remedies Act (“CLRA”)**
 21 **Cal. Civ. Code § 1750, *et. seq.***

22 59. Plaintiff realleges and incorporates by reference the allegations in the
 23 paragraphs above as if fully set forth herein.

24 60. Defendant’s actions, representations, and conduct have violated, and
 25 continue to violate, the CLRA because they extend to transactions that are intended to
 26 result, or which have resulted, in the sale or lease of goods or services to consumers.
 27
 28

1 61. At all relevant times, Plaintiff was a “consumer” as defined by Cal. Civ.
2 Code § 1761(d).

3 62. At all relevant times, the Products were “goods” as defined by Cal. Civ.
4 Code § 1761(a).

5 63. At all relevant times, Defendant was a “person” as defined by Cal. Civ.
6 Code § 1761(c).

7 64. Cal. Civ. Code § 1770(a) prohibits “unfair or deceptive acts or practices
8 undertaken by any person in a transaction intended to result or which results in the
9 sale or lease of goods or services to any consumer[.]”

10 65. Defendant violated and continues to violate the CLRA by engaging in the
11 following deceptive practices proscribed by Cal. Civ. Code § 1770(a) in connection
12 with the transactions intended to result in, and that did result in, the sale of the Class
13 Product at issue herein to Plaintiff and members of the Class in violation of, *inter alia*,
14 the following provisions:

15 i. Representing the goods and services have characteristics, uses, or
16 benefits which they do not have (Cal. Civ. Code § 1770(a)(5));

17 ii. Representing the goods and services are of a particular standard, quality,
18 or grade if they are of another (Cal. Civ. Code § 1770(a)(7)); and

19 iii. Advertising goods and services with the intent not to sell them as
20 advertised (Cal. Civ. Code § 1770(a)(9)).

21 66. Plaintiff and members of the Class are reasonable consumers who
22 expected the Products to have the characteristics as represented and/or would have
23 considered the omitted facts detailed herein material to their purchase decision.

24 67. The representations regarding the Products were material to Plaintiff and
25 members of the Class. Defendant intended that Plaintiff and Class members would
26 rely on these representations and they did, in fact, rely on the representations.

27 68. As a result of Defendant’s conduct and unfair or deceptive acts or
28 practices, Plaintiff and the Class suffered actual damages in that the Products are not

1 as advertised and are not worth the amount paid, and Defendant has deprived Plaintiff
2 and the Class of the benefit of their bargain.

3 69. Plaintiff and those similarly situated have no adequate remedy at law to
4 stop Defendant's continuing unlawful, false, and/or deceptive practices.

5 70. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified Defendant in writing
6 by certified mail served in conjunction with this Complaint of its violations of § 1770
7 described herein and demanded that it correct the problems associated with the actions
8 detailed herein and give notice to all affected consumers of Defendant's intent to do
9 so. If Defendant does not agree to rectify the problems identified and give notice to
10 all affected consumers within 30 days of the date of written notice, Plaintiff will
11 amend this Complaint to seek actual, punitive and statutory damages, as appropriate.

12 **COUNT II**

13 **Violation of the False Advertising Law ("FAL")** 14 **Cal. Bus. & Prof. Code § 17500, *et seq.***

15
16 71. Plaintiff realleges and incorporates by reference the allegations in the
17 paragraphs above as if fully set forth herein.

18 72. Defendant made untrue, false, deceptive, and/or misleading statements in
19 connection with the advertising and marketing of the Class Product.

20 73. Defendant made representations and statements (by omission and
21 commission) that led reasonable consumers to believe that the Class Products they
22 were purchasing were clinically proven to improve canine joint and hip health, when
23 in fact the Class Products are not clinically proven to improve canine joint and hip
24 health.

25 74. Defendant knew or should have known, through the exercise of
26 reasonable care, that its representations were false and misleading and likely to
27 deceive consumers and cause them to purchase Defendant's products.
28

1 75. Plaintiff and the Class members relied to their detriment upon
2 Defendant's false, misleading, and deceptive advertising and marketing practices. Had
3 Plaintiff and the members of the Class been adequately informed and not intentionally
4 deceived by Defendant, they would have refrained from purchasing the Class Products
5 or paid less for them.

6 76. Defendant's acts and omissions are likely to deceive the general public.

7 77. Defendant engaged in these false, misleading, and deceptive advertising
8 practices to increase its profits. Accordingly, Defendant has engaged in false
9 advertising, as defined and prohibited by Section 17500, *et seq.* of the California
10 Business and Professions Code.

11 78. As a direct and proximate result of such actions, Plaintiff and the Class
12 are entitled to full restitution of all monies acquired by Defendant as a result of its
13 false, misleading, and deceptive advertising practices.

14 79. Plaintiff seeks, on behalf of herself and those similarly situated, full
15 restitution of monies, as necessary and according to proof, to restore any and all
16 monies acquired by Defendant to Plaintiff, the general public, or those similarly
17 situated by means of the false, misleading, and deceptive advertising and marketing
18 practices complained of herein, plus interest thereon. Plaintiff and the Class may be
19 unable to obtain monetary and/or injunctive relief directly under other causes of action
20 and will lack an adequate remedy at law, if the Court requires them to show class wide
21 reliance and materiality beyond the objective reasonable consumer standard applied
22 under the FAL, because Plaintiff may not be able to establish each Class member's
23 individualized understanding of Defendant's misleading representations as described
24 in this Complaint, but the FAL does not require individualized proof of deception or
25 injury by absent Class members. In addition, Plaintiff and the Class may be unable to
26 obtain such relief under other causes of action and will lack an adequate remedy at
27 law.
28

1 80. As a result, Plaintiff, the Class, and the general public are entitled to
2 injunctive and equitable relief, restitution, and an order for the disgorgement of the
3 funds by which Defendant was unjustly enriched.

4 81. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of
5 herself and the Class, seek an order enjoining Defendant from continuing to engage in
6 deceptive business practices, false advertising, and any other act prohibited by law,
7 including those set forth in this Complaint.

8 9 **COUNT III**

10 **Violation of the Unfair Competition Law (“UCL”)** 11 **Cal. Bus. & Prof. Code § 17200, *et seq.***

12 82. Plaintiff realleges and incorporates by reference the allegations in the
13 paragraphs above as if fully set forth herein.

14 83. California’s Unfair Competition Law (“UCL”) defines unfair business
15 competition to include any “unlawful, unfair or fraudulent” act or practice, as well as
16 any “unfair, deceptive, untrue or misleading” advertising. Cal. Bus. & Prof. Code §
17 17200.

18 84. Defendant has engaged, and continues to engage, in unlawful, unfair, and
19 fraudulent trade practices in California by engaging in the unlawful, unfair, and
20 fraudulent business practices outlined in this Complaint.

21 85. A business act or practice is “unlawful” under the UCL if it violates any
22 other law or regulation. The acts and practices of Defendant are unlawful business
23 acts and practices by virtue of its violations of Cal. Civ. Code § 1750, *et seq.* and Cal.
24 Bus. & Prof. Code §§ 17500, *et seq.*

25 86. In particular, Defendant has engaged, and continues to engage, in
26 unlawful, unfair, and fraudulent practices by, without limitation, misrepresenting that
27
28

1 the Class Product is clinically proven to improve canine hip and joint health, when in
2 fact it is not clinically proven to improve canine joint and hip health.

3 87. Plaintiff and other Class members are reasonable consumers who expect
4 manufacturers, like Defendant, to provide accurate and truthful representations
5 regarding the health benefits of their products. Reasonable consumers, like Plaintiff,
6 rely on those representations in determining whether to purchase a particular product
7 and consider that information important to their purchase decision.

8 88. Plaintiff and the other Class members had no way of reasonably knowing
9 that the Product's clinically proven representations were false. Thus, they could not
10 reasonably have avoided the injury each of them suffered.

11 89. Plaintiff and those similarly situated relied to their detriment on
12 Defendant's unlawful, unfair, and fraudulent business practices. Had Plaintiff and
13 those similarly situated been adequately informed and not deceived by Defendant,
14 they would have acted differently by, without limitation: (i) declining to purchase the
15 Class Products; (ii) purchasing less of the Class Products; or (iii) paying less for the
16 Class Products.

17 90. Defendant's acts and omissions are likely to deceive reasonable
18 consumers and the general public.

19 91. Defendant engaged in these deceptive and unlawful practices to increase
20 its profits. Accordingly, Defendant has engaged in unlawful practices, as defined and
21 prohibited by section 17200, *et seq.* of the California Business and Professions Code.

22 92. The aforementioned practices, which Defendant has used to its
23 significant financial gain, also constitute unlawful competition and provide an
24 unlawful advantage over Defendant's competitors as well as injury to the general
25 public.

26 93. Defendant's conduct is immoral, unethical, oppressive, unscrupulous,
27 and substantially injurious to consumers.

28

1 94. As a direct and proximate result of such actions, Plaintiff and the other
2 Class members have suffered and continue to suffer injury in fact and have lost money
3 and/or property as a result of such deceptive and/or unlawful trade practices and unfair
4 competition in an amount which will be proven at trial, but which is in excess of the
5 jurisdictional minimum of this Court. Among other things, Plaintiff and the Class
6 members lost the amount they paid for the Class Products.

7 95. As a direct and proximate result of such actions, Defendant has enjoyed,
8 and continues to enjoy, significant financial gain in an amount which will be proven at
9 trial, but which is in excess of the jurisdictional minimum of this Court.

10 96. Defendant's conduct in falsely labeling the Class Products has no utility
11 and financially harms consumers. Thus, the utility of Defendant's conduct is vastly
12 outweighed by the gravity of harm to consumers.

13 97. Defendant's wrongful conduct is part of a pattern or generalized course
14 of conduct repeated on thousands of occasions daily. Plaintiff and the Class lack an
15 adequate remedy at law to obtain relief with respect to their claims under the
16 "unlawful" prong of the UCL. The "unlawful" prong of the UCL makes the violation
17 of a statute or regulation actionable. Defendant's acts, omissions, misrepresentations,
18 practices, and/or non-disclosures concerning the Class Products herein constitute
19 "unlawful" business acts and practices in that they violate at least (a) California's
20 Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code §§ 109875 *et*
21 *seq.* ("Sherman Law"), including, but not limited to, (i) Section 110100 (adopting all
22 FDA regulations as state regulations); (ii) Section 110390 ("It is unlawful for any
23 person to disseminate any false advertisement of any food. . . . An advertisement is
24 false if it is false or misleading in any particular."); (iii) Section 110395 ("It is
25 unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food .
26 . . that is falsely advertised"); Section 110398 ("It is unlawful for any person to
27 advertise any food, drug, device, or cosmetic that is adulterated or misbranded");
28 Section 110400 ("It is unlawful for any person to receive in commerce any food . . .

1 that is falsely advertised or to deliver or proffer for delivery any such food”); and
2 Section 110660 (“Any food is misbranded if its labeling is false or misleading in any
3 particular”); (b) the False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*;
4 and (c) the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*

5 98. None of Plaintiff’s damages claims provide a remedy for the harm caused
6 by violation of a statute or regulation itself, whereas the UCL provides a remedy
7 through its “unlawful” prong. Plaintiff’s causes of action provide remedies for harm
8 caused by the deception of consumers, which is a different type of harm from the
9 harm Plaintiff and Class members sustained as result of the unlawful labeling.
10 Therefore, even if the CLRA and Plaintiff’s other fraud-based claims provide a
11 remedy for harm that would also be subject to the fraud prong of the UCL, those
12 causes of action do not provide a remedy for the harm sustained under the “unlawful”
13 prong of the UCL. Plaintiff, therefore, does not have a legal remedy for her
14 “unlawful” prong claim.

15 99. Plaintiff seeks, on behalf of herself and those similarly situated, equitable
16 relief, including the restitution for the premium and/or full price that she or others paid
17 to Defendant as a result of Defendant’s conduct. Plaintiff and the Class lack an
18 adequate remedy at law to obtain such relief with respect to their “unlawfulness”
19 claims in this UCL cause of action, so Plaintiff and the Class must allege those
20 violations as predicate acts under the UCL to obtain relief.

21 100. Plaintiff also seeks equitable relief, including restitution, with respect to
22 her UCL “fraudulent” prong claims. Plaintiff and the Class may be unable to obtain
23 monetary or declaratory relief directly under other causes of action and will lack an
24 adequate remedy of law, if the Court requires them to show class-wide reliance and
25 materiality beyond the objective reasonable consumer standard applied under the
26 UCL, because Plaintiff may not be able to establish each Class member’s
27 individualized understanding of Defendant’s misleading representations as described
28 in this Complaint, but the UCL does not require individualized proof of deception or

1 injury by absent class members. In addition, Plaintiff and the Class may be unable to
2 obtain such relief under other causes of action and will lack an adequate remedy at
3 law.

4 101. Plaintiff seeks, on behalf of herself and those similarly situated, an order
5 enjoining Defendant from continuing to engage in the above-described trade practices
6 that are fraudulent and/or unlawful.

7
8 **RELIEF REQUESTED**

9
10 **WHEREFORE**, Plaintiff, on behalf of herself and all others similarly situated,
11 respectfully requests that the Court enter judgment against Defendant as follows:

12 A. An order certifying this action as a class action as soon as practicable,
13 with the Class as defined above, designating Plaintiff as the named Class
14 representative, and designating the undersigned as Class Counsel.

15 B. An award to Plaintiff and Class members for monetary compensation in
16 the form of damages, restitution, and/or disgorgement to Plaintiff and Class members,
17 consistent with permissible law;

18 C. An order enjoining Defendant from further misrepresentations or material
19 omissions in its marketing, advertising, packages, packaging, labels and labeling for
20 the Products;

21 D. An award of punitive damages, statutory penalties, and/or monetary
22 fines, as allowed by law;

23 E. An award of restitution, as allowed by law;

24 F. An award of attorney's fees and costs, as allowed by law;

25 G. An award of pre-judgment and post-judgment interest, as provided by
26 law;
27
28

1 H. Leave to amend the complaint to conform to the evidence produced at
2 trial; and

3 I. Such other and further relief as this Court deems just and proper.
4
5

6 **DEMAND FOR JURY TRIAL**
7

8 Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.
9

10
11 DATED: April 4, 2025

Respectfully submitted,

DENLEA & CARTON LLP

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Exhibit 1: The GlycoFlex® Products

Name	First Five Listed Active Ingredients	Flavors/Quantities
GlycoFlex Plus/ Ultimate Strength Healthy Hip & Joint	1,000 mg of Glucosamine HCl (Shrimp and Crab) 1000 mg of Methylsulfonylmethane (MSM) 600 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 400 mg of Chondroitin Sulfate (Porcine) 100 mg of N,N-Dimethylglycine HCl (DMG)	Chewable Tablets – 120 Count Peanut Butter, Duck, Bacon Flavored Chews 45, 60 & 120 count
GlycoFlex 3/ Extra Strength Healthy Hip and Joint	1,000 mg of Glucosamine HCl (Shrimp & Crab) 1000 mg of Methylsulfonylmethane (MSM) 600 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 100 mg of N,N-Dimethylglycine HCl (DMG) 50 IU of di-alpha Tocopheryl Acetate	Chewable Tablets – 120 Count Chicken Flavored Chews – 60 Count/120 count
GlycoFlex 2/ GlycoFlex Sport/ Healthy Hip and Joint	750 mg of Glucosamine HCl (Shrimp and Crab) 600 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 500 mg of Methylsulfonylmethane (MSM) 100 mg of N,N-Dimethylglycine HCl (DMG) 10 mg of Manganese	Chewable Tablets – 120 Count Chicken Flavored Chews – 60 Count/120 Count
GlycoFlex 1/ GlycoFlex Everyday	600 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 500 mg of Glucosamine HCl (Shrimp and Crab) 100 mg of N,N-Dimethylglycine HCl (DMG)	60 Chews
Small Dog GlycoFlex Plus/ Ultimate Strength Healthy Hip and Joint for Small Dogs	250 mg of Glucosamine HCl (Shrimp and Crab) 250 mg of Methylsulfonylmethane 200 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 100 mg of Chondroitin Sulfate (Porcine) 50 mg of N,N-Dimethylglycine HCl (DMG)	Duck Flavored Chews – 60 Count
Small Dog GlycoFlex 3/ Extra Strength Hip & Joint for Small Dogs	300 mg of <i>Perna canaliculus</i> (GlycOmega™ brand Green-Lipped Mussel) 250 mg of Glucosamine HCl (Shrimp and Crab) 250 mg of Methylsulfonylmethane (MSM) 50 mg of N,N-Dimethylglycine HCl (DMG) 25 IU50 IU of di-alpha Tocopheryl Acetate	Chicken Flavored Chews – 60 count

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Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SIMONE GEORGES, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

FOODSCIENCE LLC D/B/A
VETRISCIENCE LABORATORIES,

Defendant.

CASE NO.

CLASS ACTION

CLRA VENUE DECLARATION

1 I, Simone Georges, declare as follows:

2 1. I am the Plaintiff in this matter and an individual over eighteen years of age.

3 I make this declaration as required by California Civil Code § 1780(d).

4 2. The Complaint in this action is filed in a proper place because a substantial
5 portion of the events alleged in the Complaint occurred in this district. I reside in Los
6 Angeles County, California. I purchased the product at issue in this litigation known as
7 *GlycoFlex 3* from Amazon.com and the product was shipped to my home address.

8 3. As such, it is my understanding that the Defendant does business in this
9 county and district.

10 I declare under penalty of perjury under the laws of the United States of America
11 that the foregoing is true and correct.

12 Executed on this 3rd day of April, 2025, Encino, California.

13 Signed by:

14 *Simone Georges*

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16 Simone Georges
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